MEMORANDUM OF UNDERSTANDING

The TOWN OF BRISTOL and LOCAL 14845, UNIT 4, TOWN HALL hereby agree to the following modifications to the current Collective Bargaining Agreement between the parties:

- 1. Contract Expiration. The Collective Bargaining Agreement shall be extended for a period of one (1) year and will terminate on <u>June 30, 2011</u>.
- 2. Wage Freeze. All current wages shall be frozen for the fiscal period July 1, 2009 through June 30, 2010. Contract provisions relative to wages scheduled to commence July 1, 2009 will now commence July 1, 2010. Similarly, contract provisions scheduled to commence July 1, 2010 shall now began July 1, 2011 with similar extensions for each additional year of the contract.
- 3. **No Layoffs.** The Town of Bristol guarantees that there shall be no reduction in staffing due to layoffs during the period July 1, 2009 through June 30, 2010.
- 4. **Retirement.** Any employee who establishes by written notice delivered to the Town Administrator prior to June 30, 2009 that their retirement date will occur between July 1, 2009 and June 30, 2010 shall not participate in the wage freeze. Any employee who declares a retirement date, receives a pay increase, but subsequently alters retirement plans shall immediately reimburse the Town for any pay received over and above the June 30, 2009 pay level. The Town reserves the right to immediately deduct said overage from the employee's future paychecks. Any employee who has not declared an intention to retire by June 30, 2009 will be ineligible for this adjustment.

This Agreement shall become effective upon execution by both parties hereto.

UNION

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Date: 6/30/2009

what are understanding phat are served and provisions of Ere

TOWN OF BRISTOL

Diane C. Mederos, Town Administrator

Date: 6/30/09

UNITED STEELWORKERS



UNITY AND STRENGTH FOR WORKERS

District 4

William Pienta
District Director

Albert H. Polk, Jr.Assistant to the Director

Stephen J. FinniganSub-District Director

December 21, 2009

Town of Bristol Diane Mederos 10 Court Street Bristol, RI 02809

Dear Ms. Mederos:

Enclosed please find one (1) fully signed copy of the Agreement dated July 1, 2007-June 30, 2010 completed between Town of Bristol (Clerks), and the United Steelworkers on behalf of Local Union #14845.

Sincerely,

Andrew Slipp

Staff Representative

ardier Shipp

AS/ald

Enclosure

CONTRACT

BETWEEN

THE TOWN OF BRISTOL

AND

UNITED STEELWORKERS, AFL-CIO, CLC

LOCAL 14845 (CLERICAL UNIT)

JULY 1, 2007 TO JUNE 30, 2010

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AGREEMENT

This agreement (the "Agreement") is made and entered into as of July 1, 2007, between the Town of Bristol, Rhode Island (hereinafter referred to as "the "Town") and the United Steelworkers, AFL-CIO, CLC (hereinafter referred to as the "Union"), on behalf of Local Union Number 14845.

WITNESSTH

It being the mutual desire of the parties to continue to promote cooperation and harmony and to formulate rules to govern the relationship between the Town and the Union, the parties agree as follows:

ARTICLE I: RECOGNITION

Section 1. The Town recognizes the Union for purposes of negotiations as the exclusive representative of all senior clerks and secretaries of the Bristol Town Hall (including the position of Bookkeeper), except the confidential secretary to the town Administrator. The Town and the Union shall recognize and adhere to all State Labor Laws, Rules and Regulations.

Section 2. The provisions of this Agreement shall be evidence of the mutual desire of the parties to continue to promote cooperation and harmony and to formulate rules to govern the relationship between the Town and the Union for the duration hereof, or until changed by mutual consent in writing.

Section 3. The Town agrees to negotiate with only the Union, with respect to the aforementioned employees.

Section 4. Both the Town and the Union have the right to their own counsel and to act as a group or individual member, or to have a designated representative, professional or lay, whether or not a member. Each party will provide the other with a list of officers and representatives and will keep such a list up to date.

Section 5. The Union agrees to supply the Town with an up-to-date list of members and their respective dates of hire, which shall be attached to this Agreement.

Section 6. All employees covered by this Agreement shall have all the rights under this Agreement upon the completion of the probationary period. The probationary period shall be six (6) months for employees hired after July 1, 1998.

Section 7. The Town agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization to do so, the monthly membership dues of the Union. Such deductions shall be prorated equally over each pay period and shall, immediately following said deductions, be forwarded to the International Secretary-Treasurer of the United Steelworkers FL-CIO,CLC, Five Gateway Center, Pittsburgh, Pennsylvania 15222.

Section 8. A check-off list setting forth the name and amount of dues deducted shall accompany the deductions to Pittsburgh, Pennsylvania and a copy of said check-off list shall be forwarded to the Sub-District Office of the Union, 100 Medway Rd., Suite 403 Milford, Massachusetts 01757.

Section 9. The Union recognizes that the Town and its representatives have the right to expect a full day's work for a full day's pay within the limits defined in this Agreement, and within the regulations established by law. The Town recognizes the right of the Union in its efforts to obtain improved conditions of work and improved work schedules in accordance with the terms of this Agreement. The Union recognizes that the Town has the right to expect all employees covered by this Agreement to perform their duties in an efficient manner and to arrive to work on time.

Section 10. Discrimination-General. The provisions of this Agreement shall be applied equally to all employees subject to this Agreement without discrimination as to age, gender, sexual orientation, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with The Town the responsibility for applying these provisions of this Section 10.

Section 11. The Town agrees that during working hours, employees who are Union representatives, not exceeding two (2) in number, shall be allowed a reasonable period of time to:

- A) Conduct Union activities
- B) Post Union notices,
- C) Investigate and process grievances, and
- D) Distribute Union literature.

The Town further agrees that employees who are Union representatives, not to exceed four (4) in number, shall be allowed time off with pay to attend labor agreement negotiation meetings which are held during the normal business hours of operation.

Section 12. This Agreement shall become effective as of July 1, 2007 and shall remain in effect to and including June 30, 2010.

ARTICLE II: HOURS OF WORK

Section 1: The workday shall consist of seven and one -half (7.5) hours, Monday through Friday, inclusive, normally 8:30 a.m. to 4:00 p.m. with one-half hour for lunch, provided, however that normal business hours for employees assigned to the municipal court shall be set to coincide with the court session. Employees shall be paid for seven and one-half hours per day.

- Section 2. a) All employees shall be considered salaried employees with a guaranteed annual wage.
 - b) Time and one-half of an employee's hourly rate of pay shall be paid in wages for all hours in excess of thirty-seven and one-half (37.5) hours in any work week: or, at the employee's discretion, by written notice to the employee's

Department Head, the employee may take an equal amount of compensatory time off which must be approved by the employees Department Head and used within sixty (60) days of being earned or shall be forfeited.

- c) Any employee called back to work shall be guaranteed a minimum of two (2) hours pay at time and one-half of his or her hourly rate of pay.
 - d) If an employee is required to cover a higher pay classification for five (5) consecutive days or more, the employee shall be paid at the higher rate of pay retroactive to the first day of such coverage.
 - e) Employees shall not work out of their department without mutual agreement between the Town and Union.

ARTICLE III: HOLIDAYS

Section 1. a) Holidays for employees covered by the Agreement:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Victory Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

b) In addition to Article III, Section 1 (a) on the following days employees shall work from 8:30 a.m. to noon:

Good Friday July 3^{nl} Christmas Eve

- c) When a holiday in Article III, Section 1 (a) occurs on a Saturday or a Sunday, that holiday shall be a "Floating Holiday." The "Floating Holiday" must be taken by the employee, at his or her discretion, in writing, with Department Head approval, within sixty (60) days after being earned or shall be forfeited.
- d) When a holiday in Article III, Section 1 (b) occurs on a Saturday or Sunday that holiday Shall be foregone and not treated as a Floating Holiday.
- e) Employees shall not work on a Local, State or National Election Day; limited to one

election per year. Should no election be held in a given year, then no day off from work is earned for that year.

Section 2. Employees will also receive three (3) personal days per year. These days shall be used within two years of the date earned or shall be forfeited.

It is not intended that employees receive any additional pay for holidays not worked, only that their time off on such days shall not cause a reduction in normal pay for the period during which the holiday occurs.

ARTICLE IV: VACATION

Section 1. a) The following is the paid vacation schedule for all employees, based on length of service from each employee's date of hire:

Less than one year	One (1) week
One year but less than five years	Two (2) weeks
Five years but less than ten years	Three (3) weeks
Ten years but less than sixteen years	Four (4) weeks
Sixteen years	Twenty-One (21) days
Seventeen years	Twenty-Two (22) days
Eighteen vears	Twenty-Three (23) days
Nineteen years	Twenty-Four (24) days
Twenty years	Six (6) weeks
Twenty-Five years and over	Six (6) weeks and (3) days

- b) Vacation time shall be used within two years of the date earned or shall be forfeited.
- c) Vacation pay shall be at the employee's regular salary.
- d) Employees shall not accrue vacation time for pay periods during which they are on layoff or any other leave without pay, unless otherwise agreed in writing by the Town.
- e) Every employee shall be eligible to take paid vacation after six (6) months of employment with the Town. However, employees shall start to accumulate vacation credits as of their date of employment.

ARTICLE V: LONGEVITY

Section 1. a) Employee's shall receive the following longevity pay based upon length of service from each employee's date of hire:

Eight years but less than twelve years	4.5° o
I welve years but less than fifteen years	5.5%
Over fifteen years	7.5^{o}_{-0}

- b) Employees hired after June 30, 2004 shall not be entitled to longevity pay at any time during their employment.
- c) The Town's fiscal year is July 1" to June 30th. The longevity pay shall be paid June 30th of each year and shall be based upon the base salary established and in effect as of July 1" at the beginning of that fiscal year. Should an employee have an anniversary, which would qualify the employee for an upgrading in percentage of longevity, the longevity pay shall be computed on a prorated basis; such that the lower percent is applied against the pre-anniversary period and the higher percentage is applied against the post-anniversary period.
- d) In the event that an employee is terminated, laid off, quits, retires for any reason whatsoever, including disability, or otherwise is not employed by the Town, then that employee shall receive, if he or she is entitled as provided in this Agreement, longevity pay for that part of the year up to the date of his or her termination. Prorated longevity pay shall be paid at the next scheduled pay period after termination.

ARTICLE VI: HEALTH BENEFITS

Section 1. The Town for the duration of this Agreement will provide for its employees covered by this Agreement and their dependents and students to age 23 Medical Insurance know as:

- a) Blue Cross/Blue Shield: Health Mate, Blue Chip w/Rider, HealthMate 2000 w/Rider or Classic Blue or an equivalent health insurance, if mutually agreeable, at no cost to the employees, except as set forth in this Agreement. Major medical coverage shall be \$1,000,000.
- b) The Student Rider Plan.
- c) Delta Dental: Family Plan.
- d) Vision Care Program: Family Plan.
- e) Organ Donor Rider.
- The co-payment for emergency room visits shall be \$50,00

Section 2. If the cost of medical Coverage exceeds Classic Blue, as stated in Article VI, Section 1 (a), the employee shall pay the pro-rated difference each pay period; otherwise,

The employee shall receive Classic Blue. Classic Blue shall not be offered to any employee hired after July 1, 1998.

Section 3. Any employee having completed his or her probationary period as of July 1, 1998, shall not contribute to any plan described in this Article, except for Section 2.

Section 4. Any employee not having completed his or her probationary period, or hired after July 1, 1998, shall pay twenty (\$20) dollars per pay period (after tax dollars) as a contribution to all family plans described in this Article. Employees entitled to individual plans under this Article shall pay ten (\$10) dollars per pay period (after tax dollars) as a contribution to all plans described in this Article.

A.) Effective as of July 1, 2007, and for each fiscal year thereafter, each employee hired after July 1, 2007 shall contribute as a co-payment, an amount per pay period equal to fifteen percent (15%) of the cost to the town of such employee's annual complete medical and dental coverage divided by the total number of pay periods per fiscal year. This section shall not apply to Melissa Salvaggio of Michele Martins who shall contribute towards their respective plans in accordance with Section 4 above.

Section 5. Any employee who chooses not to receive any and all Family Plans under this Article shall be entitled to receive a payment of five-hundred dollars (\$500 taxable income) per month as compensation in accordance with the Town policy in place at the time as he or she continues not to receive any and all plans. This amount shall be made in a payment, on the first pay period of each month, separate from normal wages.

Section 6. Any employee who chooses not to receive any and all Individual Plans under this Article shall be entitled to receive a payment of two-hundred dollars (\$200 taxable income) per month as compensation in accordance with the Town policy in place at the time as he or she continues not to receive any and all plans. This amount shall be made in a payment, on the first pay period of each month, separate from normal wages.

Section 7. Employees retiring by, or making known their irrevocable intention, before 3/01/2006, to retire by 9/01/2006, or who have 25 years of service with the Town as of 9/01/2006, but who retire at a later date, will continue to receive lifetime retiree medical insurance as per the mutually recognized past practice referred to in Town Administrator Parella's June 29, 2004 memo to Local 14845 (See attachment B Pg.15). Employees retiring after 9/01/2006 who did not have at least 25 years of service with the Town as of 9/01/2006, will receive retiree medical benefits as described below.

- A). Upon refirement from the Town the employee shall retain such health coverage as is in place until such time as the employee is eligible for Medicare or other federally subsidized program in place at the time.
- B). Upon reaching said age of eligibility the retiree shall obtain Medicare or other federally subsidized program in place at the time.
- C). Upon reaching said age of eligibility the Town of Bristol shall provide only the retiree and not the retiree's spouse with Plan 65 or

- other such "wrap around coverage" as the Town deems acceptable for a period of ten (10) years at no expense to the retiree.
- D). Upon completion of the tenth (10) year all health coverage being provided by Town shall cease and become the sole responsibility of the retiree.
- E). Upon retirement only the retiree and not the retiree's spouse may purchase Delta Dental from the Town at the retiree's own expense for a period of ten (10) years from the date of retirement.
- F). Post retirement medical coverage shall be extended only to the employee and those of the employee's dependents who are then in existence and eligible at the time of the employee's retirement. (For example, should an employee retire unmarried and then marry and /or have children after retirement, the employee shall have the right to receive single coverage only).
- G). When the retiree becomes eligible for Medicare or other federally subsidized program in place at the time and that retiree's spouse is not eligible for Medicare or other federally subsidized program in place at the time, then that retiree's spouse shall continue to receive the same healthcare insurance, individual coverage only, he/she was receiving prior to the retiree, becoming eligible for Medicare. It shall be the responsibility of the retiree to continue paying any contractual premium-sharing plan in place at the time of retirement for said spouse's coverage. Once said spouse becomes eligible for Medicare or other federally subsidized program in place at the time then said health care insurance shall cease and said spouse shall not be eligible for any supplemental medical insurance from the Town of Bristol.

In order to be eligible for the above stated benefits the retirce must have worked for the Town of Bristol for a period of no less than twenty (20) years or have reached their 58th birthday and have worked for the Town of Bristol for a minimum of ten (10) years and retire in good standing with the Town of Bristol.

All employees hired after the 1" of September 2004 shall not be eligible for any above-mentioned benefits except with respect to (a) and (e) above.

ARTICLE VII: ACCUMULATED SICK TIME

Section 1. If at the end of each month, the employee has not taken any sick days during said month then the employee shall be entitled to one-half (1/2) day off. In no event shall an employee accumulate more than six (6) days in any one fiscal year and said bonus days shall carry over only into the next fiscal year or shall be forfeited.

Section 2. The Town agrees to grant fifteen (15) sick days per year, one and one quarter per month, to all members of the Union.

Section 3. Each member of the Union can accumulate up to one hundred twenty (120) days of sick leave.

Section 4. Any employee out of work more than five (5) consecutive workdays shall secure a statement from a doctor.

Section 5. Upon retirement, death, or termination, while in active service, employees shall be compensated for one hundred (100) percent of their accumulated unused sick leave.

Section 6. Sick leave without pay shall be granted after all sick leave and vacation time have been exhausted. Sick leave with pay shall be granted for a period not to exceed one year.

Section 7. Time out on compensable illness shall not be deducted from accumulated sick leave.

ARTICLE VIII: LEAVE OF ABSENCE

Section 1. Leave of absence without pay may be granted for a period of up to one year; provided that the employee has at least two (2) years' of continuous employment with the Town.

Section 2. A leave of absence will not be granted to employees seeking other employment.

Section 3. An employee entitled to leave, pursuant to this Article, is guaranteed to retain his or her same position, if physically capable of performing his or her duties.

Section 4. The employee shall suffer no loss in seniority upon his or her return, however, the employee shall not have accrued any seniority, vacation or sick time during any unpaid leave or absence.

Section 5. Upon written application to the Town Administrator, a permanent employee shall be granted unpaid maternity/paternity leave.

ARTICLE IX: ADVANCED SICK LEAVE

Section 1. The Town may advance up to thirty (30) work days of sick leave to an employee who so requests. The employee shall have exhausted all accumulated sick leave and vacation time prior to making a request for advance sick leave.

Section 2. The request for advanced sick leave must be submitted in writing to the Town Administrator. The employee shall state the circumstances and need for sick leave.

Secrion 3. Upon returning to work, the employee shall repay the advanced sick leave by:

- a) Forfeiting 1.25 sick days per month until repaid, and
- b) Forfeiring vacation days earned until repaid

Section 4. No pay shall be earned for that day if an employee who is indebted for advanced sick leave is not present at work.

Section 5. Employees who, upon separation from Town employment are indebted for advanced sick leave, shall promptly reimburse the Town or appropriate deductions shall be made from any payments current, or future due the employee.

ARTICLE X: BEREAVEMENT

Section 1. Employees shall be granted five (5) days off with pay, for a death in the immediate family, including the day of the funeral.

Section 2. For the purposes of this Article, "immediate family" shall be deemed to consist of spouse, parents, children, brothers, sisters, grandparents, grandchildren and including foster or step relatives of the same kinship. Mothers-in-law and fathers-in-law are deemed to be members of the immediate family.

Section 3. Employees shall be granted one (1) day off with pay, for the death of a nephew, niece, aunt, uncle, brother-in-law and sister-in-law, although not deemed to be part of an employee's immediate family.

Section 4. An employee requesting time for the death of non-immediate family members, except for those mentioned in Section 3 of Article X, shall be charged for the time.

ARTICLE XI: SENIORITY

Section 1. Seniority shall prevail in that the employer recognizes the general principle that senior employees shall have preference of employment and promotional opportunity for positions which become available, provided that said employee shall meet the qualifications for that position and shall be given a (probationary) trial period of not more than 3 months during which time the employee could be made permanent, or returned to such employee's original position, by the department head with the approval of the Town Administrator.

Section 2. Seniority is defined to mean the accumulated length of full-time, continuous

service with the Town, computed from the date of hire.

Section 3. An employee's length of service shall not be terminated or reduced but shall continue to accumulate during authorized leave of absence with pay.

Section 4. An employee's length of service shall not be terminated by absence pursuant to an authorized leave of absence without pay or a layoff, except as hereinafter provided, but shall not continue to accumulate during such period of absence.

Section 5. An employee's length of service shall be lost and employment terminated if any of the following occur:

- a) Discharge
- b) Resignation
- c) Failure to return promptly upon expiration of authorized leave
- d) Absence for five (5) consecutive working days without leave or notice
- e) Absence for illness or injury for more than twelve (12) months
- f) Retirement

Section 6. The Town will implement job descriptions with minimum qualifications and requirements for each position. Incumbents in those positions shall be excluded from qualifications and requirements.

Section 7. Any employee who has successfully completed the probationary period shall be considered a permanent employee and shall not be subject to yearly appointment.

Section 8. The Town reserves the right to dismiss, suspend or lay off any employee for just cause.

ARTICLE XII: LAYOFFS

Section 1. Seniority shall govern in all cases of layoff, recall to work, shift preference and vacation preference.

Section 2. Whenever layoffs become necessary, employees will be laid off in the following order:

- a) Temporary employees
- b) Probationary employees
- c) Permanent employees based upon the inverse order of seniority

Section 3. Inverse seniority is based upon employee date of hire. The last employee hired is the first subject to layoff.

Section 4. A permanent employee shall be entitled to two (2) weeks notice before layoff.

Section 5. Whenever it becomes necessary to increase the workforce, laid off employees shall be recalled in the order of their seniority before any new employee is hired provided that the employee who is recalled can perform the job that he or she is called to. Employees will be given a thirty (30) calendar day period to perform the job. If the employee who is recalled is not able to perform the job in a satisfactory manner within the thirty(30)day trial period, then the employee shall be placed back on layoff and the next senior employee shall be given the same opportunity.

Section 6. Except to the extent set forth in Section 5 of this Article, employees will be guaranteed at least two (2) month's employment before being recalled and may refuse recall without jeopardizing any of his or her rights under this Agreement if the period is for less than two (2) months.

Section 7. Recalled employees shall be notified by the Town by certified or registered mail with a copy to the Union. The employee shall have seven (7) calendar days; from the date the town mailed the recall notice to notify the Town of his or her position. The Town shall be deemed to have fulfilled its obligation by mailing the recall notice. It is the responsibility of the employee to provide the Town with a current mailing address.

ARTICLE XIII: VACANCIES

Section 1. All vacancies within the bargaining unit shall be filled pursuant to the following procedures:

- a) A notice shall be posted on the Union bulletin board clearly setting forth the job description and qualifications for the position.
- b) Such notice shall be posted on the Union bulletin board for at least five (5) business days.
- c) Employees who desire to bid on the posted position shall submit their bid to the Town Administrator, or his/her designee, within five (5) days of posting.
- d) Once an employee is awarded the posted position the vacancy created shall be posted within 5 days on the Union bullerin board.
- e) Except as and subject to the terms and conditions set forth in Article XI Section Lyacancies shall be filled on the basis of seniority. Seniority extends to all employees covered by this Agreement, not just just those within the department in which the vacancy exists.
- t) The employee awarded the position shall have three (3) months to satisfactorily perform the duries as described in the posted qualifications or shall be returned to his or her former position.

Section 2. It shall be a condition of employment that all employees covered by this Agreement shall remain members of the Union in good standing.

Section 3. It shall be a condition of employment that on the ninetieth (90th) day following their date of hire, all employees become and remain members of the Union.

ARTICLE XIV: GRIEVANCES

- Section 1. A grievance is defined as a dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder. The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure:
- Step 1. Any Union employee who has a grievance shall submit it in writing to the Town Administrator within five (5) business days after the event giving rise to the grievance or after the employee or the Union should have become aware of the occurrence of the event. the grievance shall be signed by the employees and a Union representative.
- Step 2. A meeting between the Town Administrator, or his representative, the Union representative, the employee and the employee's Department Head shall be held within five (5) business days of receipt of the grievance by the Town Administrator. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Town Administrator and the Union. If no settlement is reached, the Town Administrator shall give the Town's written answer to the Union within five (5) business days following the meeting.
- Section 2. The employee is entitled to Union representation at each step of the grievance procedure. An employee requesting representation shall not participate in any discussions with the Town if not represented by the Union.
- Section 3. A grievance not properly filed within ten (10) business days after the occurrence of the event giving rise to the grievance, shall be waived.

ARTICLE XV: ARBITRATION

Section 1. If a properly filed grievance is not settled pursuant to Article XIV, the Union may refer the grievance to arbitration within ten (10) business days after the receipt of the Town's final answer.

Section 2. The grievance shall be heard by an arbitrator selected by the rules of the American Arbitration Association.

Section 3. The decision of the arbitrator shall be final and binding upon the Town and the Union.

Section 4. The cost of the arbitrator shall be divided equally between the Town and the Union.

ARTICLE XVI: WORKERS' COMPENSATION

Section 1. Employees shall be covered under the provisions of the Workers' Compensation Act of the State of Rhode Island, as amended from time to time.

Section 2. The first three (3) days that an employee is absent from work as a result of an on the job injury shall be charged to the employee's accumulated sick leave. Should the employee be indebted to the Town for advanced sick leave, the employee shall receive no pay for those three (3) days.

ARTICLE XVII: GENERAL

Section 1. All existing benefits and past practices of a beneficial nature to the employee or the Town shall continue in full force and effect during the life of this Agreement, except to the extent set forth herein.

Section 2. It is agreed that a liaison committee of the Union and the Town shall meet on a semi-annual basis. The Town and the Union shall designate its members; not to exceed three (3) each. Meetings shall be held at a mutually agreed upon date, time and place.

ARTICLE XVIII: POST RETIREMENT MEDICAL BENEFITS

In accordance with Section 20-134 of the Retirement Benefits ordinance, each employee shall contribute an amount equal to one percent (1%) of the then yearly salary of the then lowest wage rate in the unit's pay schedule for each fiscal year, commencing on July 1, 2007. This contribution shall be made by deduction from each employee's pay during each pay period, and shall be applied towards retirement benefits. The Town shall match each employee's contributions.

ARTICLE XIX: TERMINATION

Section 1. This Agreement shall continue in effect until June 30, 2010, and thereafter for yearly periods upon mutual agreement of the Town and Union.

Section 2. Either the Town or the Union may request negotiations of the Agreement effective July 1, 2010 by giving written notice to the other by January 1, 2010.

Section 3. Should any provisions, modifications or amendments of this Agreement or any application thereof become unlawful; by virtue of any Federal or State laws or contrary to ordinance of the Town of Bristol, the provisions of this Agreement shall be modified to comply with such law, ordinance or Home Rule Charter.

ATTACHMENT A

WAGES & IMPROVEMENTS

% increase	7/1/2006 6/30/2007	7/1/2007 6/30/2008 4.50%	7/1/2008 6/30/2009 4.50%	7/1/2009 6/30/2010 4.00%
Bookkeeper * Senior Clerk Secretary Senior Clerk	35,359 29,560 29,560	36,950 35,436 30,890 30,890	38,613 37,031 32,280 32,280	40,158 38,512 33,571 33,571

2. Step increase of half a percent on longevity for each step.

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- 3. Two additional personal days per year giving us a total of 3, in lieu of RI independence Day.
- 4. Bereavement pay on the day of funeral for nephews, nieces, aunts, uncles, brothers in-law and sisters in-law.
- *5. Wage increase for senior clerk who is responsible for payroll duties.

ATTACHMENT B

Date: 29 June 2004

To: United Steel Workers of America

Local #14845

From: Joseph F. Parella

Town Administrator

Be advised that the Town of Bristol no longer intends to be bound by the past practice of Providing post retirement health benefits (commonly known as Blue Cross and Blue Cross Plan 65) until death.

Said practice shall cease to exist on the 31st of December 2004.

This notice complies with State Law-Title28, Labor and Labor Relations.

Chapter 28-9 Arbitration of Labor Controversies Section 28-9-27

PAY SCHEDULE

TITLE	EMPLOYEE	DATE OF HIRE	FY07-08	FY08-09	FY09-10
		HIRE	4.50%	4.50%	4.00%
BOOKKEEPER	LOIS FERREIRA	10/11/1983	36,950	38,613	40,158
SECRETARY	CAROL ST.ANGELO	06/08/1981	30,890	32,280	33,571
SENIOR CLERK	CHERYL HAMS	02/01/1985	30,890	32,280	33,571
SENIOR CLERK	PATRICIA A. LANNA	AN 05/09/1988	30,890	32,280	33,571
SECRETARY	SUSAN FRANCIS	03/29/1999	30,890	32,280	33,571
SENIOR CLERK	MARIE AMARAL	07/17/2000	30,890	32,280	33,571
*SENIOR CLERK	MICHELLE AITKEN	S 05/06/2002	35,436	37,031	38,512
SECRETARY	MARY LOU DROLE	Γ 07/29/2002	30,890	32,280	33,571
SIOR CLERK	NANCY DAVIS	12/04/2004	30,890	32,280	33,571
SENIOR CLERK	MICHELLE DIMEO	01/26/2005	30,890	32,280	33,571
SENIOR CLERK	DEE ANN NETTO	09/25/2006	30,890	32,280	33,571
SENIOR CLERK	MICHELE MARTIN	S 11/12/2007	30,890	32,280	33,571
SENIOR CLERK	MELISSA SALVAGO	GIO 12/24/2007	30,890	32.280	33,571
				·	
SECRETARY	TO BE HIRED ON O	R BEFORE 7/1/07	30,890	32,280	33,571
SENIOR CLERK	TO BE HIRED ON O	R BEFORE 7/1/07	30,890	32,280	33,571
PROBATIONARY	Y TO BE HIRED ON OR	R BEFORE 7/1/07	30,390	31,780	33,071

UNITED STEELWORKERS AFL-CIO CLC

(On behalf of Local Union 14845) Leo W. Gerard International President James D. English International Secretary-Treasurer Thomas M. Conway Vice President-Administration Fred Redmond Vice President-Human Affairs William J. Pienta () Director, District 4 Andrew Slipp Staff Representative Susan Francis Unit Chair, Local 14845 Negotiating Committee Carol St. Angelo Negotiating Committee Michelle Aitkens Negotiating Committee

Town of Bristol

Diane C. Mederos

Town Administrator

ATTACHMENT A

	1-Jul-06		1-Jul-07	•	1-Jul-08	7	1-Jul-09	
Working Foremen	22.77	47,368	23.79	49,500	24.81	51,603	25.86 24.18	53,796 50,287
Mechanic 1	21.27	44,231	22.23	46,221	23.17	48,186	24.16	50,234
2.2	19.98	41,557	20.88	43,427	21.77	45,273	22.69	47,197
Maint. Man	19.78	41,141	20.67	42,992	21.55	44,820	22.46	46,724
Landfill Operator	19.77	41,118	20.66	42,968	21.54	44,794	22.45	46,698
quipment Operator	19.29	40,127	20.16	41,933	21.01	43,715	21.91	45,573
Ground Maintenance Man	18.66	38,812	19.50	40,559	20.33	42,282	21.19	44,079
r Truck Driver	18.49	38,466	19.32	40,197	20.14	41,905	21.00	43,686
sin Truck Driver	18.49	38,466	19.32	40,197	20.14	41,905	21.00	43,686
Recycling Driver	18.49	38,466	19.32	40,197	20.14	41,905	21.00	43,686
Packer Truck Driver	18.23	37,913	19.05	39,619	19.86	41,303	20.70	43,058
Mechanics Aide	18.05	37,544	18.86	39,233	19.66	40,901	20.50	42,639
Fruck Driver	18.05	37,544	18.86	39,233	19.66	40,901	20.50	42,639
Attendant	17.75	36,922	18.55	38,583	19.34	40,223	20.16	41,933
Laborer/Packer	17.56	36,529	18.35	38,173	19.13	39,795	19.94	41,486
aborer	17.37	36,138	18.15	37,764	18.92	39,369	19.73	41,042
an	17.37	36,138	18.15	37,764	18.92	39,369	19.73	41,042
Office Manager	17.50	36,391	18.29	38,029	19.06	39,645	19.87	41,330
1	14.69	30,557	15.35	31,932	16.00	33,289	16.68	34,704
Mason 1	18.87	39,250	19.72	41,016	20.56	42,759	21.43	44,577
Mason 2	18.07	37,586	18.88	39,277	19.69	40,947	20.52	42,687
OPEB		7	Annual Biweekly	319.32 12.28		332.89 12.8		347.04 13.35
			Δ	PAGE 30				